

1882-048 Chancery Causes: A. R. Surgenner vs. Sarah J. Duff &  
Lee Co.

Taylor, Parsons, Loyd, Larner, McDowell, Duncan

CA-Debt  
T-Property

-Deed



To the Honorable John A. Kelly Judge of the  
Circuit of Lee County Virginia in chancery.

The bill of complaint of A. R. Surgeon  
a citizen &c humbly complaining sheweth to your Honor  
that at the March term of your held for said  
county in the year 1877, Sarah J. Duff for the  
benefit of William A. Taylor and Eliza A. Taylor  
his wife recovered against your orator a  
judgment by default for Five hundred dollars  
with interest thereon from the first day of January  
1877 till paid and \$ costs, upon which  
execution hath issued; your orator would  
respectfully represent to your Honor that said  
judgment was obtained upon a note executed  
by your orator for a tract of one hundred and  
thirty five acres of land situated in the said county  
of Lee for which your orator executed to  
said Sarah J. Duff his two notes, one of which  
is the note said one and the other is for four  
hundred dollars, upon which your orator  
has made payments, your orator also paid  
part of the consideration in cash, down to  
the said Sarah J. Duff, making in all  
that your orator paid and was to pay for said  
land one thousand dollars; the said land was  
composed of two parcels one of 90 acres devised to  
said Sarah J. Duff by her father John Linn  
the other was a part of the land devised by said



John Lomner to his daughter Hannah C. Linn  
and subsequently by Hannah C. Linn when  
her husband conveyed to M. V. Duff & wife <sup>then was</sup> and by  
said Duff and wife subsequently conveyed to  
forty five acres of the <sup>the</sup> South East end of both 90 acres <sup>of both 90 acres</sup> <sup>of both 90 acres</sup>  
Jeremiah Harbor in trust to secure a debt to  
John McDowell and by said Jeremiah Harbor  
trustee to Emmett B. Lommon and A. L. Lloyd  
and contains forty five acres this forty five acres  
is upon the east end of this place and is  
valuable bottom land along the Pawel  
River; this land if cut off would  
greatly injure your estate and would  
result in a loss to your estate <sup>in at least</sup> ~~of about~~  
\$500. <sup>00 & more</sup>. Your estate would further show  
to your Honor that Emmett B. Lommon is a  
married man, and that his wife has a  
contingent right of dower in <sup>the portions of</sup> said forty  
five acres, that A. L. Lloyd is a married man  
that portion of said forty five acres to which <sup>his wife</sup> ~~his wife~~  
this wife has a contingent right of dower in ~~the~~  
said forty five acres <sup>as stated</sup> under the deed of said  
Harbor Trustee your estate would further  
show that said Sarah J. Duff E. B. Lommon  
and A. L. Lloyd executed to this respondent  
their title bond bearing date on the 24<sup>th</sup> day  
of February 1871 by which they bound them  
selves to convey by a "good and sufficient deed  
in fee simple with covenants of general warranty"  
the said land is also subject to divers



Judgment lies in favor of A. L. Lloyd  
is interested in it as ~~your~~ ~~Orator~~ is  
informed and believes, there seems  
amount ~~your~~ ~~Orator~~ is informed and  
believes to more than the interest of  
said Lloyd in said land is worth  
in fact ~~your~~ ~~Orator~~ is informed  
that said Lloyd is insolvent, but ~~your~~ ~~Orator~~  
~~Orator~~ owing to the fact that the execution  
book is not ~~entered~~ in the name  
of of the debtor as well as the creditor  
can't give the names of the execution creditors  
Upon the lien docket ~~your~~ ~~Orator~~ finds  
recorded the following liens which are  
binding upon said Lloyd's real estate  
the judgments being in the most of instances  
in favor of said A. L. Lloyd to wit  
one in favor of Jacob Potts for \$90<sup>00</sup> &  
costs one in favor of Barrett & Higgins for \$164<sup>00</sup>  
with interest from 73 & cost another in favor  
of same parties for \$184<sup>00</sup> interest from Aug 1872  
cost one of Morgan Garry & Co for \$144<sup>00</sup> interest  
from Jan 75 & cost one for Sarah M. Belamy  
for H. J. Morgan for \$200<sup>00</sup> interest from March 75  
& cost one for D. F. Hoar & Co for \$147 interest from 74  
& cost two for Dunsmon & Kyle amounting to  
from \$300 to \$350<sup>00</sup> & costs, one for Heph  
Rogers & Co for \$5400. one for Oats White & Co for



\$66<sup>29</sup> interest & cost one for W. P. DePue &  
06<sup>0</sup> for \$377<sup>88</sup> interest from July 18 & costs one  
for Wood Mersh 06<sup>0</sup> for \$197<sup>20</sup> interest July  
1877 & costs & perhaps there may be others  
besides these ~~Yield Pratter~~ <sup>they by Deputy Clerk</sup> ~~two~~ advised  
that at the present term of court there  
has been from 6 to 12 additional judgments  
rendered against said Logie & others, which  
will be liens on said land & extracts will be  
hereafter filed if deemed necessary, marked "A 2"

The premises caused the prayer of  
your orator is that Sarah J. Duff, William  
A. Taylor, Elizabeth A. Taylor his wife, M. C.  
Porsams, Alexander L. Logie, E. B. Lommon, be  
made parties defendant to this bill and answer  
the same fully & truly on oath; that an inju-  
nction be granted to your orator restraining  
inhibiting & enjoining the said plaintiff, and bene-  
ficial plaintiff, and all other persons, from  
collecting said judgment or any part thereof  
or proceeding in any way to collect the  
same, until the said Sarah J. Duff, E. B.  
Lommon & his wife, Alexander L. Logie & his  
wife shall free the said land from all  
liens and encumbrances whatever upon the  
same, and that said parties file with this cause  
a good and sufficient deed in fee simple with  
covenants of general warranty in which  
the contingent right of dower is provided



wife of E. B. Lomer and said wife of A. L.  
Loyd shall be released pursuant to the  
provisions of the statute. That an account  
be taken of the out-standing liabilities which  
are valid <sup>if deemed necessary by your honor</sup> liens upon said land, and that  
they be decreed by your honor to be removed  
before your orator is required to pay  
any more upon the purchase price of  
said <sup>land</sup>; that said Sarah J. Duff E. B. Lomer  
& A. L. Loyd be required to exhibit the  
title to your honor, and that your honor  
ascertain whether it be such title as  
by their bond they bound themselves to  
convey, if defective, that your Honor  
decree the same to be perfected, and  
deeds regularly executed, <sup>said land</sup> free from  
all liens & encumbrances & contingent rights  
of <sup>& that the same</sup> ~~deeds~~ be filed as exonerate with this  
cause before your Honor decree the  
money paid; your orator further prays  
that in the event the title to said <sup>portion</sup> ~~portion~~  
<sup>encumbered with the contingent rights of dower of judgments or other claims</sup>  
of land, ~~can~~ <sup>shall</sup> not be had pursuant to  
his contract; that <sup>such</sup> an abatement of the  
purchase price be Made as is just to  
your orator & the other parties, and that  
to the extent the abatement <sup>so made</sup> on account of  
a deficiency in the land, ~~is allowed~~, together  
with its interest, this infraction be perpetuated



and if in any wise mistaken in his special  
prayer given orator prays for such other  
further & general relief as to justice and  
equity belongs & is suited to his case  
May the Commonwealth of Pennsylvania  
Morison & Duncan

Virginia Lee Secretary to wit:

This day A. R. Seegerman  
personally came before me the  
undersigned & made oath in  
due form of law that the foregoing  
bill is true in so far as it  
states facts within his own  
knowledge & he believes it  
true in so far as it states  
facts derived from others.  
Given under my hand this  
19<sup>th</sup> day of April, 1879.

James W. Orr, Clerk.



Cor Ltr of 6. 57 July 1881.

H. C. L. 1.27

A 15.00

S 3.00

\$25.96

Co L. 30

Cum. 7.00

\$34.91

no 70

1881 Aug. Deane & Co. Ld.

1882 March Deane & Co. Ld.

Chy O B 256

A. R. Singer

vs 3 Bills

Sarah J. Duff et al.

Exhibits filed

Injunction granted: bond  
required, before injunction  
takes effect, in the penalty  
of \$1000.00 with good  
security, conditioned to  
pay the judgment, (including  
principal interest & costs) here  
enjoined, and all costs  
awarded against the ~~defendant~~  
plaintiff should their injunc-  
tion hereafter be dissolved.

J. A. Kelly  
May 3. 1879

To the Clerk of the  
Civ. Co. for Dec. C. 3

1877 Oct. Deane & Co. Ld.

" Nov. Deane & Co. Ld.

" Dec. Deane & Co. Ld.

" Aug. Deane & Co. Ld.

1881 Dec. Deane & Co. Ld.



A. R. Surgenner, plff.

{br chy.

Sept

This cause came on again to be heard upon the papers formerly read and the report of Henry J. Morgan Commissioner filed March 6<sup>th</sup> 1882, and the deed of defendant filed therewith ~~and~~ was argued by counsel - And no exceptions appearing to said report or deed they are each confirmed, and the clerk ordered, to deliver said deed to the plff when the sums herein after ordered are fully paid. On consideration whereof and for reasons appearing to the Court, the injunction heretofore awarded in said cause, is dissolved without damages; and the plffs will be dismissed; and that the ~~defendant~~ plaintiff pay to the defendant his costs in this suit expended - And the cause is stricken from the docket -



A. R. Surgenor

v 3 Dec  
Final

Sarah J. Duff et al  
March 5. 1882

Entered page 256

J. A. Hyatt  
Clerk

Enter this  
April 4<sup>th</sup> 1882  
J. A. Hyatt



A. R. Surgenor, --- . Plff.

Against

Larsh J. Duff et al, Defs.

In May.

This cause came, on again this day to be heard, upon the papers formerly read and with the consent of the plff by his atty the following decree is rendered, - The injunction, heretofore awarded in this cause is dissolved as to three hundred dollars, <sup>part</sup> thereof and interest on the said sum from the first day of January 1877, and the Commissioner Henry S. Morgan, is directed to complete the said injunction, assigned him by a decree entered in this cause on Sept. 1<sup>st</sup> 1876 and the cause is continued.

The 15<sup>th</sup> of May 1881.



A.R. Surpura

W. J. Secord.

Sarah C. Surpura

Entered Page 161.

John C. Orr, D.C.

Entered Page

W. J. Secord.







A. R. Lawrence

noted decree

Samuel L. Duff

Aug. 1. 1866.

Entered Page 143.  
for W. W. Clark.

5  
Duff  
Sept 4. 1866.  
J. A. K.



A R. Suggerson      Poff.  
 as      } In testimony  
 Sarah J. Duff & others      Deft.

The deposition of John M. Dorell, R. Lloyd taken in this cause the 20th day of February 1882 by the undersigned commissioner at the time of making certain engrosses as directed by a decree in the cause entered on the day of 188

The said R. Lloyd being duly sworn deposes & says I have just read the plaintiff's bill in which he sets out certain judgments which he says he supposes are liens on any land I may have owned since their rendition and while all that may be true still it affords me pleasure to state that each and every judgment therein referred to except the Bellamy judgment, has been fully paid and discharged and as to the Bellamy judgment about one half thereof has been paid and the balance thereof is now in litigation in the Circuit Court of Lac County, Vt.

The land which is the subject of controversy in this suit was conveyed in trust by M. W. Duff & wife to Jeremiah Macbee as trustee to secure a debt due on John M. Dorell and was subsequently sold by said trustee to pay said debt and at that sale the credit John M. Dorell became the purchaser of the said land but before the trustee was released of his obligation to him therefor, some of the brothers and brothers in law of said Sarah J. Duff concluded to pay Mr. M. Dorell the



also him, and to make a present of the same to said  
Sarah J. Duff and this was accordingly done, and Mr  
McDowell directed said Harber as trustee to convey  
the land to E. B. Lawrence and myself to be held by  
us for the benefit of Mrs Duff, and Mr Harber and  
myself made a deed to said Lawrence & myself, but  
since that time we have conveyed the said land  
to the plaintiff. It is true I advanced a part  
of the money which was paid to Mr McDowell in cash  
- age of his debt but it was a gift by me to her at  
the time and so considered by her and all concerned  
and while the land was in part conveyed to me  
I always felt I was only trustee holding the same  
in part for the benefit of Mrs Duff.

And further this witness saith that

A. S. Lloyd

John McDowell another witness being sworn Says

At the trustees sale of the land spoken of by Mr  
Lloyd in his deposition I purchased the land at about  
the price of \$145.00. Soon after the purchase Mr Lloyd  
came to see me and proposed that he and the other  
brothers in law and brothers of Sarah J. Duff would pay  
me the same price which I had paid for the land  
and if I would accept that price, that they would take  
the land, and give <sup>it</sup> to her so as to enable her to live  
and I accepted their proposition and some time  
afterward I got Mr Harber to come to town with me  
where we met Mr Lloyd and Enos B. Lawrence, when  
the trade was consummated. They said Lloyd & Lawrence  
or one of them paid me a part of the purchase money  
and gave me a note for the balance of \$200 paid.



\* My recollection is that the land referred to, when sold did not bring a sum quite sufficient to pay the cost of trust etc. and, and my recollection is that there is a balance still due some of some ten or twelve dollars.

And I therefore directed Mr. Huber as such trustee to convey said land to Lloyd & Larmer which he did - my understanding at the time was that the land was then redeemed & bought separately for Mrs. Duff & for her use and benefit alone. And Lloyd & Larmer both told me that they and Mrs. Duff's relatives were praying and going to pray for the land, especially for Mrs. Duff and I parted with it with that understanding. I do not now remember why it was that the land was made by Huber to Lloyd & Larmer, and not to Mrs. Duff and my recollection is that at the time said land was made all the purchase money was paid except five. and for that a note was given. I do not remember who paid what was first paid but my recollection is that E. B. Larmer paid it brought me the deferred installment.\*

And further this witness saith not

John M. McDowell

to J. Dumas another witness being sworn says I was called upon by Messrs. John M. McDowell & L. Lloyd & E. B. Larmer to write a deed conveying a tract of land from Jeremiah Horner Trustee to the said Larmer & Lloyd. But on inspection of a copy of said deed I find it was written in <sup>May</sup> 1876. My understanding at the time of writing said deed was that said Lloyd, Larmer and other brothers and sisters of Mrs. Duff were purchasing said land, or rather



releasing it for the benefit of Mrs Duff,  
and while I cannot now state positively  
why said conveyance was not made to her  
instead of them I think the intention was  
to prevent said land from in any way  
becoming liable for any debt of the hus-  
band of Mrs Duff. I know that for some  
reason satisfactory to myself at that time  
I advised the said Lloyd & Lamer to take  
the conveyance to themselves, and not have  
it made to Mrs. Duff, but at any rate the  
purchase as I understood was made ap-  
prox for the benefit of Mrs Duff, and as the parties  
have since told me as I now recollect the said  
A. L. Lloyd & E. B. Lamer each paid towards said  
land the sum of \$37.50 of principal, and some  
interest And further this dependent with not

C. J. Duncan.

A. S. Pondmore, an other witness of  
lawful age being duly sworn deposes  
and says, he has before him a deed  
executed by A. L. Lloyd M. A. Lloyd E. B. Lamer  
and R. A. Lamer to A. R. Surgenner, bearing  
date April 1<sup>st</sup> 1889, and acknowledge on  
the same day - this deed witness pre-  
pared and had executed, to said Surgen-  
ner, to meet an objection urged by him  
against the claim involved in this



5.  
suit, due Wm A. Taylor whose counsel  
the firm of Hagan & Pringle was, after  
its preparation and delivery, to the  
Clerk's office of the County Court (which witness  
thinks he so delivered) - at all events, it  
was so deposited in the pigeon hole  
kept for unrecorded deeds, and a  
conversation occurred between the  
witness and Surgenor, and witness  
notified said Surgenor, that said  
deed was then in the Clerk's office  
for him, in the same conversation  
Mr Surgenor expressed his intention of  
enjoining said Judgment on account  
of H. L. Lloyd's interest where <sup>witness</sup> informed  
him that Lloyd only held as trustee for  
Mrs Duff and that there was no use  
as said deed was already made  
or in the office for him, which it  
was. Witness is the more distinct in  
his recollection about this because he  
charged his memory with it at the time  
and the pendency of the suit in which  
as counsel he is engaged and frequent  
conversations about it has kept it  
several times refreshed in his mind.  
This conversation occurred before the filing  
of the plaintiff's bill, and further this defendant says  
not H. L. Pringle



Virginia Lee County Court

The foregoing depositions of H. L. Lloyd, John Mc  
Dowell, C. T. Duncan and A. L. Redmon were taken  
before me on the 25 day of Feb 1882 sworn to and  
subscribed by them respectively

Henry J. Morgan Clerk  
Feb 25 1882

H. L. Lloyd

vs { Deposition

State of Virginia

(H. L.)



Commissioners Office Knoxville V<sup>o</sup> Feb. 25 1882

A. H. Sengerson Plff.

vs.

Sarah J. Duff & others Defs.

In Chancery

To the Hon. John A. Kelley Judge  
of the Circuit Court of Lee County Virginia:

In order to ascertain the facts necessary to enable me  
to report the matter sought by the decree entered in this  
cause on the 1st day of September 1880 I notified the  
parties to appear before me on the 15th day of Feb.  
1882 as the manner shown by a notice herewith filed  
& marked (A B) Some of the parties did appear on that  
day but all of them did not so attend and therefore  
adjourned the cause until the 15th inst. at which  
time the Plff. A. H. Sengerson and the defendants  
Sarah J. Duff, N. L. Lloyd and Emmitt B. Lamm  
appeared before me and I then for took the depositions  
of said N. L. Lloyd and that of John McQuill, E. J.  
Duncan and A. L. Sengerson and herewith file the  
same marked (A C) These depositions and what I  
gathered from the parties at the time they were before me  
disclose such facts in the case at the present as I shall  
attempt to set out in the following report

The land which has given rise to this suit, seems  
to be a 90 acre piece owned by John Sengerson. To his  
daughter Sarah J. Duff, and 45 acres part of another



once served by said Lamer to his daughter Hannah  
Lins and conveyed by her then husband - W. P.  
Lins to M. D. Duff & his wife - the said Sarah Duff

By title bond dated Feb. 24<sup>th</sup> 1877. and filed by the  
Duff with his bill as exhibit (H) the said Sarah Duff  
A. L. Lloyd and E. B. Lamer bound themselves to  
convey to the plaintiff said two described pieces of  
land when the purchase money thereof should be paid.

When the title to said 45 acres was vested in W. P. and  
Sarah Duff, they conveyed the same in Trust to  
one Jeremiah Huber trustee to secure the payment  
of a debt due John M. Dwell and <sup>at</sup> a debt against  
time said 45 acre tract was sold by said Huber as  
trustee to pay the debt due said M. Dwell and  
at this sale the creditor M. Dwell became the purchaser  
of said 45 acres at the price <sup>of \$115.00 or \$118.00 and</sup> some ten or twelve dollars  
less than was due him at the time. This sale and  
purchase was made during the lifetime of said M. D.  
Duff who was a somewhat independent man, and  
at the time was and sorely afflicted, and the relations  
of Mrs Duff fearing that she would soon become blind  
and helpless. A. L. Lloyd & E. B. Lamer proposed to M.  
M. Dwell that they and other friends of Mrs Duff could  
pay him what said 45 acres had cost him, and  
give the same to Mrs Duff for her lifetime, and  
the M. Dwell acceded to that proposition, and



this arrangement was therefore consummated by said  
Harber conveying to H. L. Lloyd & E. B. Lammie on the day  
of May, 1876 the said 45 acre piece as is shown by the  
copy of Harber's deed to them herewith filed (marked H. L. D.)

This deed does not show upon its face that the conveyance  
by Harber to them was made to them as trustees for the  
benefit of Mrs. Duff and was to be held by them for her use  
and benefit but H. L. Lloyd swears it was, and H. B.  
Lammie swears that was the object had in view by them  
as declared by them at the time, and that he parted  
with the land under that belief, and E. B. Lammie  
swears the same although I did not take his deposition  
and thus I think the fact is made to appear that Lloyd  
& Lammie simply held the legal title for the use and  
benefit of Mrs. Duff to said 45 acres of land notwithstanding  
Harber's deed to them does not disclose that fact as its face.  
And if that is true then it would seem to follow that  
any judgment against Lloyd at the time, & subsequently  
rendered against him could not possibly affect that land.

It seems to be admitted that Lloyd & Lammie each  
paid into the purchase price of said 45 acres, about \$41.00  
or \$42.00 and that the balance thereof was made up by  
other friends of Mrs. Duff, so that if it should be considered  
that the lien of judgments against Lloyd attached to his  
interest in this land that the utmost extent to  
which they could go would be about \$41.00 or \$42.00



But my own opinion is, that the said judgments do  
not affect this land at all even if they were each  
and all unpaid and in full force

But Cridsmore who was counsel for many of the creditors  
whose judgments are referred by the Plff in his bill, admitted  
the facts before me that all the judgments which he  
represented against Sayd had been paid and discharged  
by Sayd. And Sayd himself swears that each and  
every judgment referred to by the Plff had been paid  
except the Bellamy judgment and that half of that  
is paid, and the balance is unpaid and in litigation  
in some other Court. It is not shown however whether  
these several judgments had been paid before or since  
the institution of this suit but I think it clear sufficiently,  
if true that they are now paid except that due Bellamy  
and Madayd is paid for that outside his interests or  
supposed interest in said 45 acres of land

I am therefore led to report that said land is not  
now in the least affected by any of the supposed liens  
and with the rights now before me I do not believe that  
said land was at any time affected by said liens, and  
yet it is very easy to see that any one might reasonably  
suppose that liens would attach to said land so far as  
Sayd is concerned were there no other evidence save  
wishes ascribed to Sayd & Larmer and thus for



ought I know very have seen all that the Plaintiff  
 had at the time he filed his bill, in the way of  
 evidence touching the matter

The Plaintiff's injunction in this cause was granted  
 by Judge Hunt on the 3rd day of May 1879 as appears  
 by your endorsement on the plaintiff's bill. And at that  
 time the title to said 90 acre tract of land was in the  
 defendant Sarah J. Duff and there it remained  
 until the 25th of February 1882 when she conveyed  
 the same to A.R. Surgenor as is shown by her  
 original deed herewith filed marked (A6) and by  
 this deed she not only conveys said 90 acres, but she  
 also conveys her equitable and any other interest  
 which she may have had in said 45 acre piece

By a deed dated and acknowledged April 1 1879  
 and herewith filed marked (A5) it would seem  
 that Mr. Lloyd & wife and E.D. Surgenor & wife conveyed  
 to the Plaintiff A.R. Surgenor the 45 acre tract. From  
 this it would seem that the legal title to the 45 acre  
 tract was in fact in the Plaintiff at the time he brought  
 this suit. The Plaintiff however denies any knowledge  
 of the facts, and alleges that he and his counsel diligently  
 examined the clerk's office for such conveyance, but found  
 no such conveyance there. Col. Prudden's State  
 in his deposition that he informed the Plaintiff at the  
 time, or before this suit was brought of the execution



of this last mentioned deed. The plaintiff however does not  
remember of his doing so. And desires to have the deposition  
of Judge Monson in support of his view of the subject  
but that witness was not present, and I saw no  
prospect of his evidence being obtained earlier than  
at the next Term. So I concluded to proceed with my  
report in the absence of such evidence and I was  
led to thus act, because so far as I could learn from  
the plaintiff the evidence of Judge Monson would at  
most bear <sup>only</sup> on the question of cost, and such proof  
may be taken as well after as before the report is made.

The Plaintiff is now-invested as far as I can see  
with the legal title to both the 90 acre and 45 acre  
tracts and as far as I can see he has got all the  
land mentioned in said title, <sup>and</sup> And as far as I am  
able to see his title <sup>is</sup> now perfect.

The 90 acre piece was devised by John Sumner to  
his Daughter Sarah J. Duff and so far as I am informed  
her title thereto is unquestioned. I therefore <sup>think</sup> her conveyance  
thereof to Mr. Seoginner gives him a valid and sufficient title.

And as to the 45 acre tract, I think <sup>the title thereto</sup> is good and  
sufficient, and that she <sup>same</sup> is, and ought to be held by  
the plaintiff unaffected by any judgment or other  
claim acquired by others against or created by the said Seoginner.



Know all men by these presents That we, Sarah  
J. Duff, Emmett B. Lerner and A L Lloyd  
are held and firmly bound unto A. R. Surgenor  
in the just and full sum of two thousand  
dollars lawful money of the United States for  
payment of which well and truly to be paid  
we bind ourselves our heirs &c. jointly and  
severally firmly by these presents and as  
to this bond we each waive the benefit of our  
homestead exemption Witness our hands  
and seals this 24<sup>th</sup> day of February 1877.

The condition of the above obligation is such  
that. Whereas the said Sarah J. Duff Emmett  
B Lerner and A L Lloyd have this day sold  
unto A. R. Surgenor for the consideration of  
one thousand dollars. The following tract or  
parcels of land to wit one Tract supposed  
to contain ninety acres more or less and is the  
land devised by John Lerner by his last will  
and testament to his daughter the said Sarah  
J. Duff. and the other is a Tract or part of Tract  
containing about forty five acres and is a part  
of a Tract or parcel of land devised by the said  
John Lerner to his daughter Hannah C Lins  
and conveyed by H<sup>ms</sup> Lins and Hannah C his  
wife to M V Duff and Wife by said Duff and  
Wife to Jeremiah Horber in Trust to secure  
a debt to John M Dowell. and by said  
Jeremiah Horber Trustee to said Emmett B



Lorimer and A L Loyd. said two parcels of  
 land adjoin each other and adjoin the corner  
 of said A R Surgenor and Sarah F Burdett  
 Now if the above bounded Sarah F. Duff Em-  
 met B Lorimer and A L Loyd shall make  
 or cause to be made to the said A R Surgen-  
 or as soon as the purchase money is fully  
 paid a good and sufficient deed in fee sim-  
 ple with covenants of general Warranty then  
 this obligation shall be void otherwise  
 to remain in full force and virtue

Sarah J Duff *(Seal)*

A L Loyd *(Seal)*

E B Lorimer *(Seal)*

Wit

C. J. Duncan

"21"

S. J. Duff et als  
 vs  
 E. B. Lorimer  
 A. R. Surgenor



Commissioners Office Jonesville Va Feb 14<sup>th</sup> 1852

A. R. Surgeson

Poff

} In City

Surgeon J. Duff +ul

Doyle

Notice is given the parties to this Suit, that at my  
office in Jonesville on the 18<sup>th</sup> day of Feb. 1852 I will  
proceed to make the several inquiries and report thereon  
as required by a decree entered in the above styled Suit on  
the 1<sup>st</sup> day of Sept 1850 At the place and time aforesaid  
the parties are required to appear

Henry J. Morgan Comr.



# E. Sugerman

as 3 Notice

Samuel J. Duff + al

On the 14 Feb. 1852 I sent  
to A. H. Sugerman a copy  
of the certificate.

H. H. Morgan Esq.

On the 16 Inst. I received  
series of the certificate to  
B. L. Lamm - & L. J. & L.  
S. J. Duff to H. H. Morgan  
Esq.

H. H. Morgan Esq.

(- 76)



12  
This deed made this 24<sup>th</sup> day of May in the year one  
thousand eight hundred and seventy five  
between Jeremiah B. Barnett Esq. Trustee of the County  
of Lee and State of Virginia of the one part  
and Bennett B. Barnett and Alex. L. Lloyd of the  
County and State aforesaid of the other part,  
Witnesseth that in virtue of a deed of trust  
executed to me by Martin V. Duff and  
Sarah G. Duff his wife bearing date on the  
25<sup>th</sup> day of August 1870 to secure the payment  
of the balance of a note due and owing by  
the said Martin V. Duff to John M. Dowell, I  
as trustee as aforesaid on the 20<sup>th</sup> day of November  
1875 in the premises of said Martin V. Duff  
proceeded to sell to the highest bidder 20 acres  
of land conveyed to me by the said M. V. Duff  
and Sarah G. his wife by deed as aforesaid and  
the said John M. Dowell became the purchaser  
thereof at the price of \$148.50 and the said John  
M. Dowell having on 7<sup>th</sup> day of May 1876 sold  
the aforesaid tract of land to Bennett B. Barnett  
and Alex. L. Lloyd and directed me to  
convey the same to them this deed Witnesseth  
that for and in consideration of the premises  
aforesaid and the payment to me of the aforesaid  
said sum of one hundred and forty eight  
dollars and fifty cents, the receipt of which  
I do hereby acknowledge I the said



Jeremiah Barber as trustee have this day granted, bargained, sold, sold and by these presents do grant bargain, sell and convey unto the said Emmett B. Lurmer, and Alexander L. Lloyd all that certain tract or parcel of land, lying and being in the <sup>Lee</sup> County ~~of~~ Virginia, containing forty five acres being the land conveyed to me as aforesaid by the said Martin W. Duff and wife by deed bearing date said 26th day of August 1875, which deed is of record in the Clerk's office of Lee County and to which reference is here made for a more particular description to have and to hold the said land, hereby conveyed, to them the said Emmett B. Lurmer and Alexander Lloyd and their heirs forever; and the said Jeremiah Barber to and with the said Emmett B. Lurmer and Alexander Lloyd, that he will warrant specially the land hereby conveyed in witness whereof the said Jeremiah Barber has hereunto set his hand and affixed his seal, this the day and date first above written.

Jeremiah Barber Trustee Seal  
Virginia Lee County to wit:

I James W. Orr Clerk of the county court of Lee County Virginia, do certify that Jeremiah Barber whose name is signed to the foregoing deed, this



day personally appeared before me and acknowledged the same to be his act and deed, for the purposes therein mentioned,  
Given under my hand this 15th day of May, 1879.

James W. Orr clerk  
Virginia Lee County court clerk's office the  
1st day of May 1879. The foregoing deed from  
Jeremiah Barber Trustee, of the one part,  
to Emmett B. Larson & Alex. L. Lloyd of the  
other part, all of Lee County Va. was this  
day admitted to record upon the certificate  
of James W. Orr clerk of the county court  
of Lee County Va.

Teste James W. Orr clerk  
Attest  
Teste John R. Gibson clerk



P. B. Larner et al.  
From Copy of Deed  
Germantown Harbor  
Recorded in Deed  
Book No 18<sup>th</sup> 44A  
P. R. Libson et al.

(H.S.)

See for this copy 5-5<sup>th</sup>



Know all men by these presents that we A.  
R. Surgener, Mr R Boles.

are held and firmly bound unto the <sup>Sarah J</sup> ~~Commonwealth~~  
Duff & Mr A Laylor & Eliza Laylor his wife  
~~of the County of Virginia~~, in the just and full sum  
of \$1000.00 for the payment thereof well and  
truly to be made to the said Sarah J Duff &  
Mrs A Laylor & Eliza Laylor his wife we bind our  
selves, our heirs, Executors and administrators

jointly and severally, firmly by these presents.  
And we hereby waive the benefit of our home  
stead exemptions as to this bond. Witness our  
hands and seals this 27th day of September 1879.

The condition of the above obligation is such  
that whereas the above bound A. R. Surgener  
on the 3rd day of May 1879 obtained from  
the Judge of the Circuit Court of Lee County Virginia  
an injunction enjoining and inhibiting the  
collection of the judgment in the bill mentioned  
until the further order of Court. Now if the  
said A. R. Surgener shall well and truly  
pay the said judgment proceedings on which  
are stayed, and all such costs and damages  
as shall be awarded against him in case  
the injunction aforesaid shall be dissolved  
then this obligation to be void otherwise to  
remain in full force and virtue.

A. R. Surgener (seal)  
W. R. Boles (seal)



A. R. Surgenor  
To { Symington Bond  
&  
Sarah Duff et als.



# The Commonwealth of Virginia.

To the Sheriff of Lee County—Greeting:

We Command you to Summon *Sarah J Duff, Wm A Taylor*  
*+ Eliza A Taylor his wife, M. C. Parsons, Alexander*  
*L Loyd + E. B. Garner*

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in *October* next, being rule day, to answer a bill in chancery, exhibited in our said court against them

by *A. R. Surgenor*

And have them there this writ. Witness, *Jas. W. Orr*, clerk of our said court, at the court-house, this *27th* day of *September*, 1879, in the 104<sup>th</sup> year of the Commonwealth.

*James W Orr* Clerk.



To restrain & inhibit the defendants and all others  
from proceeding to collect the judgment in the bill  
mentioned, until the further order of the Court,  
bond with security having been given as the law  
directs.

James W. Orr. Clerk.

A. R. Surgenor

L. H. D.

vs. Spa in Chancery

Sarah J. Duff et als

October Rules 1879.

Executed

St. Mary M. D.  
for J. S. Ely S. C.

10. x 5-0 = 3.00